

p 17

G.F. 71.

1940

Department of Rev

OFFICE Bd of Rev

STATION Madr

His No. 2627

Dated ²⁵ 24/9/40

F-1631/40

30 SEP 1940
\$

the file 49+2

(SUBJECT.)

Mina hon - land - (Bulley) - Kudlipi Tk -
Sagim: vilain - S. No. 73P-2 - Market mte -
Mr. Board Bulley - sanctd

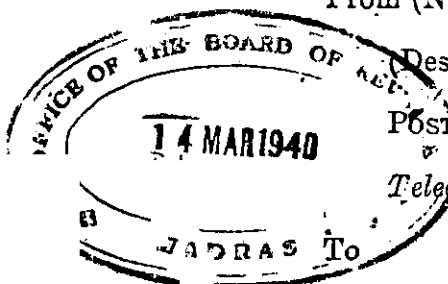
E.163

Revenue DEPARTMENT.

In reply, please quote number, date and short title.*

Received _____ Registered _____

From (Name) A.D. Crombie Esquire., C.I.E., I.C.S.



(Designation) Collector,

Post Box _____, (STATION) Bellary.

Telegraphic Address _____

The Secretary to the Board of Revenue,
M a d r a s.

Ref.C. No. 3275/39 A7, dated 11th March 1940.

Sir,

Alienation - Land (Bellary) Kudligi Taluk
Ujjini village - S.No. 738-2 - Market site
District Board Bellary - proposals submitted.

ENCLOSURES _____

alienation
proposals
SPARE COPIES *attached*
en

The President District Board, Bellary has applied for the alienation of S.No. 738-2 measuring 52 cents and classed as village site in Ujjini village of the Kudligi Taluk, for use as the site of a weekly market. ~~It~~ ^{It} ~~contains no trees but pials constructed by the District Board for the use of the shop keepers as market-stalls.~~ The District Board, has credited Rs. 50/- towards the market value of the site and has consented to abide by the conditions of alienation annexed to G.O. No. 431 Press, Revenue Department dated 17-2-38 in addition to those of B.S.O. 24(10). The President District Board Bellary, reports that due to paucity of funds, there are no proposals to construct any buildings for the market ~~value~~ on the site. As there are pials on the site, the enforcement of the condition prescribed in B.S.O. 24(10) as amended by correction slip No. 86 dated 31-10-35 does not seem to be necessary.

2. The Tahsildar, Kudligi reports that a big car of the village is ~~drawn~~ dragged at the time of the annual car festival near to the site proposed for alienation and the construction of the compound wall all round the

699 384 1268

site will obstruct the car being dragged at the festival.

The District Board Bellary, has consented not to enclose

com. (12)
sup 1227
the site by a compound wall.

3. I therefore submit herewith a statement for the

p 3 of alienation of S.No. 738-2 in favour of the District

Board, Bellary for use as a weekly market. The Subdivision

13-174
12-28 of
12-12 of
records, topographical sketches, in triplicate, and the

resolutions of the District Board are also submitted

herewith.

Dr. A. K. Khan

12.3.40

For Collector.

RK/12-3

Dr.
12

Application of the alienation of land in which the proprietary right belongs to the State.

Bellary district.

Kudligi Taluk

1. Description and area S.No. 738/2 of 104 Ujjini village Measuring 0-52 acres.Village site.
2. Market value Rs. 50/-. There ~~was~~ were no sales in the vicinity during the past three years. The Market value is fixed on local enquiry in the village.
3. Alienees and purpose of alienation : President District Board, Bellary for weekly market.
4. Collector's remarks. The site now subdivided as S.No. 738/2 for the alienation of the same in favour of the District Board, Bellary for ~~the~~ use as weekly market is in the centre of the village. A big car festival takes place every year in the village and car is generally dragged in the site now applied for. The site may, therefore, be alienated in favour of the District Board, Bellary, on condition that the District Board should not construct any compound walls around the site alienated to the District Board.

RK/12-3

Arthul. Khan
12.3.40

For Collector, Bellary.

dy 12.3

—Revenue—DEPARTMENT.

In reply, please quote
number, date and
short title.*

Received _____ Registered _____

From (Name) A.D. Crombie Esquire., C.I.E., I.C.S.,
(Designation) Collector,
Post Box _____, (STATION) Bellary.
Telegraphic Address _____

To

The Secretary to the Board of Revenue,
M a d r a s.

Ref.C. No. 3275/39 A7 dated 11th MARCH 19 40
Sir,

ENCLOSURES _____

Alienation - Land (Bellary) Kudligi Taluk
Ujjini village - S.No. 738-2 - Market site
District Board Bellary - proposals submitted.

SPARE COPIES _____

The President District Board, Bellary has applied for the alienation of S.No. 738-2 measuring 52 cents and classed as village site in Ujjini village of the Kudligi Taluk, for use as the site of a weekly market. It contains no trees but pials constructed by the District Board for the use of the shop keepers as market stalls. The District Board, has credited Rs. 50/- towards the market value of the site and has consented to abide by the conditions of alienation annexed to G.O. No. 431 Press, Revenue Department dated 17-2-38 in addition to those of B.S.O. 24(10). The President District Board Bellary, reports that due to paucity of funds, there are no proposals to construct any buildings for the market ~~value~~ on the site. As there are pials on the site, the enforcement of the condition prescribed in B.S.O. 24(10) as amended by correction slip No. 86 dated 31-10-35 does not seem to be necessary.

2. The Tahsildar, Kudligi reports that a big car of the village is ~~stuffed~~ dragged at the ^{same} of the annual car festival near to the site proposed for alienation and the construction of the compound wall all round the

site will obstruct the car being dragged at the festival.
The District Board Bellary, has consented not to enclose
the site by a compound wall.

3. I therefore submit herewith a statement for the
alienation of S.No. 738-2 in favour of the District
Board , Bellary for use as a weekly market. The Subdivision
records , topographical sketches, in triplicate, and the
resolutions of the District Board are also submitted
herewith.

RK/12-3

dy-3

Int. Khan
12340
For Collector.

Application of the alienation of land in which the proprietary right belongs to the State.

Bellary district.

Kudligi Taluk

1. Description and area S.No. 738/2 of 104 Ujjini village Measuring 0-52 acres.Village site.
2. Market value Rs. 50/-. There ~~was~~ were no sales in the vicinity during the past three years. The Market value is fixed on local enquiry in the village.
3. Alienees and purpose of alienation : President District Board, Bellary for weekly market.
4. Collector's remarks. The site now subdivided as S.No. 738/2 for the alienation of the same in favour of the District Board, Bellary for ~~the~~ use as weekly market is in the centre of the village. A big car festival takes place every year in the village and car is generally dragged in the site now applied for. The site may, therefore, be alienated in favour of the District Board, Bellary, on condition that the District Board should not construct any compound walls around the site alienated to the District Board.

RK/12-3

Arthand Khan
12.3.40

For Collector, Bellary.

12.3

PROCEEDINGS OF THE DISTRICT BOARD BELLARY.

Dated. 31st January 1940.

Read:-

Alienation.

36. Letter C.No.3275/ 1939 A-B, dated 20th December, 1939 from the Collector of Bellary requesting to obtain a Resolution of the District Board agreeing to pay the Market value of the land Viz., Rs.50/- for S.No.738-2 present Market site at Ujjini Village and to abide by the Conditions annexed to G.O.No.431 Press Revenue Department, dated 17-2-1938.

RESOLUTION NO. 36.

S A N C T I O N E D.

The Board applied to the Collector for the alienation of Land and agrees to abide by the following conditions laid down in G.O.No.431, Press Revenue Department dated 17-2-1938.

1. The Land bearing S.No.738-2 of Ujjini extent 52 Cents shall be used as Market Site and for no other purpose

(ii) The Government may resume the land, wholly or in part, with any buildings thereon, in the event of the infringement of any of the conditions of the grant. In the event of such resumption, no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed on the land by the grantee and the grantee shall not be entitled to the re-payment of any amount that may have been paid to the Government, for the grant. If there are buildings on the land, the Government may direct the grantee to remove them.

(iii) The Government may resume the land, wholly or in part, with any buildings thereon, if the opinion of the Government the land is required for a Public purpose or for conducting mining operations.

In the event of such resumption or in the event of ~~such~~ the acquisition of the land for any reason, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their ^{ever} value at the time of resumption or acquisition which may be less.

(iv) In the event of resumption under Condition (iii), if there are buildings on the land, the Government shall purchase the buildings.

(v) In the event of the resumption of the land followed by the purchase of the buildings under Condition (iv) or in the event of the acquisition of the land for any reason, the compensation payable for buildings or their improvements shall in no case exceed the amount paid for them by the grantee at the alienation or their value at the time of resumption or acquisition whichever may be less, together with the initial cost or the value at the time of resumption or acquisition, whichever may be less, of ~~the~~ any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant.

(vi) In the event of the grantee refusing to remove the buildings, ^{directed} when so ~~directed~~ under condition (ii) the Government may remove them and realize the cost of the removal by the sale of the materials.

(vii) In the event of the ~~grantee's~~ Voluntary relinquishment of the land by the grantee, no compensation shall be payable for the improvements that may have been effected or for works that may have been executed (in the land by the grantee) but the grantee shall be entitled to the re-payment of any amount that may have been paid to the Government for the grant or the value of the land at the time of relinquishment whichever may be less.

(viii) The Site shall not be enclosed by a Compound Wall.

(Sd).. R.Nagan Gowda,
President,

(True Extract)

/By Order

H. N. Jindal
Secretary,
District Board, Bellary.

AB/9-2/

9/2

PROCEEDINGS OF THE DISTRICT BOARD BELLARY.

Dated:-10th October, 1939.

read:-

Alienation - Land - Land Revenue.

- 10(e) S.No.738-2 Market Site at Ujjini - Kudligi Taluk in favour of the District Board.

RESOLUTION NO.10(e)

The Board applies to the Collector for the alienation of land and agrees to abide by the following conditions laid down in B.S.O.No.24 (1). The lands bearing S.No.738-2 of Ujjini extent 0-52 Cents shall be used as Market Site and for no other purpose.

(a) Full Market Value of the site shall be paid if ^{at} any time a substantial income is derived.

(b) Full assessment shall be paid Annually from the date of grant.

(2). The Government may resume the land wholly or in part with any buildings thereon, in the event of the infringement of any of the condition of the grant. In the event of such resumption, no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed on the land by the grantee. If there are buildings on the land & the Government may direct the grantee to remove them.

(3). The Government may resume the land wholly or in part, with any buildings thereon, if ⁱⁿ the opinion of the Government the land is required for a Public purpose or for conducting mining operations.

(4). In the event of resumption under condition (3) if there are buildings on the land, the Government, may, at their option, either----

- (a) purchase the buildings, or
- (b) direct the grantee to remove the buildings.

(5). In the event of the resumption of the land followed by the purchase of the buildings under Condition (4) or in the event of the acquisition of the land for any reason the compensation payable for building or other improvements ^{shall} in no case exceed the initial cost or the value at the time of resumption or acquisition whichever ^{may} be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant.

(6). In the event of the grantee refusing to remove the buildings when so directed under condition (2) or (4) the Government, may remove them and realise the cost of the removal by the sale of the materials.

(7). In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee.

(8). The Government reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the time of ~~all~~ alienation as well as those which may grow subsequently on the land and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from land and dispose of them at their pleasure. The ^{alienee} ~~alienation~~ shall not be entitled to cut or remove them cause them to be cut or removed without the permission of the Collector of the District.

(9). The alienee shall take all reasonable measure, to the satisfaction of the Collector of the District for the protection of the Sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land.

(10). The alienee shall take steps to see that the marks made by the Officers of the Government on the Sandal-Wood trees are preserved and are not tampered with;

(11). In the event of the infringement of or failure to observe any of the conditions (8 to 10) the alienee shall pay to the Government such compensation as is determined by the Collector of the District for any loss or damage caused by such infringement or failure on his part. The Government shall also be at liberty to resume the land and re-enter on it and the whole land shall thereupon vest absolutely in the Government. In that case the alienee shall not be entitled to any compensation whatever.

(12). The Site shall not be enclosed by a compound wall.

Sd/ R.Nagan Gowda,
P r e s i d e n t.

/TRUE EXTRACT/

(By Order)


S e c r e t a r y.

3)

(Zwei)

✓
C.F. 10

DRAFT FOR APPROVAL.

Date _____

Initials.

SUBJECT :—

When received for
fair copying ..

When copied . . .

When examined..

When signed ..

When despatched.

29 MAR 1940

READ AGAIN _____, dated _____, 19____

19

READ ALSO :—

1 E No. 4631/40 From the Coll. of Bellary, Reg. No. 3275/JP dated 11-3-1940 Q

19

19

Order Ms. No. Ref. E 1631/40-1.327-3, dated 19 40
Resolution Rout.

The Co. is requested
to submit ^{map &} sketch showing clearly the
topographical
sketch, showing ^{details of} clearly the site
good for irrigation, length
clearance and other details,
immediately ^{plots} surrounding fields. He is
also requested to report since when
the site is being used by the St. Paul
as a market ~~and~~ where assessment
on the land as is being collected
since then. from the St. Paul

3. If not, whether the
Bond agrees to pay
the assessment ~~from~~ ^{from} the date
of occupation or for the period
10 years, whichever period is

less 5243

26 new

70

H. G. B. G. B.

In reply, please quote
number, date and
short title.*

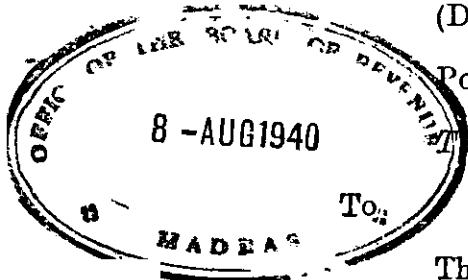
Received _____ Registered E 454

From (Name) A.D.C. Crombie Esq., C.I.E., I.C.S.,

(Designation) Collector

Post Box _____, (STATION) Bellary

Telegraphic Address _____



The Secretary to the Board of revenue,

Madras.

R O C No. 3275/39, dated 4-8- 1940

A-2

Sir,

ENCLOSURES _____

2

SPARE COPIES _____

Alienation - Land (Bellary) Kudligi
taluk - Ujjini village - S.No.738/2 - Market -
District Board - Bellary - Further report -
Submitted.

Ref: Board's Ref. E. 1631/40 dated
27-3-1940.

I herein enclose a sketch showing the
~~the~~ topographical details of the site
proposed for alienation and a statement
showing the classification of the immediately
surrounding lands. The site is being used as
a market for the last 30 years and the
assessment

137 CF

131 CF
139 CF

on it is not being collected.

The District Board, Bellary has agreed to pay the assessment on the land at Rs. 0-9-0 per annum for past 10 years. Its resolution is enclosed.

Arthur Kher
- 6.8.40

For Collector.

P.S. 6/8.

by
6.8

PROCEEDINGS OF THE DISTRICT BOARD, BELLARY.

Dated:- 18th July 1940.

Read:-



38. Letter C.No.11A/38 dated 21-5-40 from the Tahsildar of Kudligi for resolution of the District Board in regard to the payment assessment for the past 10 years on the Market site S.No.72 of Ujjini village at Rs.0-9-0 per year before sanctioning the alienation.

RESOLUTION NO.38.

Sanctioned

Sd/ R.Nagan Gowda,
President,

/True Extra/

(By Order

Manjinder Singh
Secretary.

23.7.40.

N. Dis. C. 703/40.

37

Resubmitted with the topographical sketches in triplicate.

2) The classification of the adjoining lands are given below.

S. No.	Classification	Rate per acre.
544.	3-2 dry	2-0-0
118	4-3 "	0-14-0
734A	4-3 wet	6-12-0
735	4-3 "	6-12-0
777	3-3 dry	1-2-0.

Rahmatullah Khan

5.6.40

2. A. K. K. K.



41

(FWS)h

ALIENATION - Land - Revenue - Buildings -

Bellary) - Kudligi Taluk -

Ajjini Village - S.No. 738/2 - Market rate -
Town

St Board, Bellary -
Recommended.
Sanctioned.

He 12/20/9
by
15/9

41CF E1631 --- a
43CF E4541 --- a

Reference.
Resolution.

2627 25
24-9-40

~~At the instance of the collector of~~

The Board recommends the alienation of the plot of land com-
sanctions
prised in S.No. 738/2

of Ajjini Village Kudligi taluk
Town
measuring Ac. 0.52 in favour of The St Board

Bellary, _____ for use as the site of a
Weekly Market.

2. The alienation will be ^{subject to the payment of} ~~free of charge for the occu-~~
~~market value and assessment and also back assessment~~
~~pancy right and free of assessment but subject to assessment~~
~~ground-rent ground-rent~~

④ assessment
 which will be
 liable to
 revision according
 to the rules in
 force at the
 time of such
 revision and
 subject

~~for the last ten years and~~
~~which will be liable to revision according to the rules in~~
~~force at the time of such revision and subject to the payment~~
~~of Rs. being the value of the trees standing on~~

~~the land and subject also~~ to the following conditions to which
 the alienee has agreed:-

(1) The land shall be used as the site of a weekly
 Market
 and for no other purpose.

() The purpose of the alienation shall be carried
 out within a period of from the date
 of the grant.

(2) No other building shall be constructed on the
 land without the previous permission of the Collector of the
 district.

(3) The market value of the land shall be collected
 if at any time it is found that the grantee derives a subs-
 tantial income from the land.

(3) The site shall not be enclosed by a compound
 wall.

(4) The Government may resume the land wholly or in part with any buildings thereon, in the event of the infringement of any of the conditions of the grant. In the event of such resumption no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee (and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant). If there are buildings on the land, the Government may direct the grantee to remove them.

(5) The Government may resume the land wholly or in part with any buildings thereon if in the opinion of the Government the land is required for a public purpose, or for conducting mining operations. (In the event of such resumption or in the event of the acquisition of the land for any reasons, the compensation payable for the land ~~and trees~~ ^{and trees} shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may be less.

(6) In the event of resumption under condition (5) if there are buildings on the land the Government ^{shall} ~~may at their option~~ ~~either,~~

(a) purchase the buildings, or

~~(b) direct the grantee to remove the buildings.~~

(7) In the event of the resumption of the land followed by the purchase of the buildings under condition ⁶ ~~(5)~~ or in the event of the acquisition of the land for any reason the compensation payable for buildings or other improvements shall in no case exceed ^{the amount paid for them by the grantee at the} ~~(the amount paid for them by the grantee at the~~

time

~~time of alienation or their value~~ at the time of resumption or acquisition, whichever may be less together with) the initial cost or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition ('2').

(8) In the event of the grantee refusing to remove the buildings when so directed under condition (4) ~~or ()~~ the Government may remove them and realise the cost of removal by the sale of the materials.

(9) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that have been effected or for works that may have been executed on the land by the grantee ~~and~~ ^{but} the grantee shall ~~not~~ be entitled to the repayment of any amount that may have been paid to the Government for the grant ^{of the land} ~~the value~~ ^{at the} ~~time of resumption~~ ^{time of relinquishment} whichever may be less.

(10) The Government reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the time of ~~alienation~~ well as those which may grow subsequently on the land and the Government shall be at liberty to cut or dig out any such trees of their roots and branches and remove them from the land and dispose of them at their pleasure. The alienee shall not be entitled to cut or remove them or cause them to be cut or removed without the permission of the collector of the district.

(11) The alienee shall take all reasonable measures to the satisfaction of the Collector of the district for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land.

(12) The alienee shall take steps to see that the marks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with; and

(13) In the event of the infringement of, or failure to observe, any of the conditions (10) to (12), the alienee shall pay to the Government such compensation as is determined by the Collector of the district for any loss or damage caused by such infringement or failure on his part. The Government shall also be at liberty to resume the land and re-enter on it and the whole land shall thereupon vest absolutely in the Government. In that case the alienee shall ^{not} be entitled to any compensation whatever.

(14) Full land revenue shall be levied if at any time any net income is derived from the land or if any of the conditions of the alienation are infringed. In the latter case the land revenue shall be levied from ^{the} date of the infringement.

31. The Collr. is requested to collect from the alienee the assessment on the land for the last 10 years

By
To 22/9

18/03/89

The Collector of Bellary

The Secretary to Government, Revenue Department (with alienation statements (pages and sent) and sketches (pages to be copied in original)).

copy
20/1/89

M₂

~~11.3.40~~

C. Slip 100, p 100
9871-100.68

Note File

Alienation - land - Revenue - (Bellary). -

Kudligi Taluk, - Gippini village - S.No. 738/2 -

Market - Dt Board, Bellary - ~~At~~ Proposals.

(B.S.O. 24(11) - Sub part II)

p 1 CF

From the Collector of Bellary, Ref C. 3275/39-A7D

11.3.40.

p 31 CF

Board's Ref E 1631/40-1 dated 27.3.40.

p 33 CF

From the Collector of Bellary, Ref. 3275/39-A2D

4.8.40.

AS

Sketch at p 39 CF

p 1 CF

The proposals in this file relate to the alienation of an extent of 52 cents of village site comprising S.No. 738/2 of Gippini ^(Myswan) village, Kudligi Taluk, Bellary Dt in favour of the Dt Board Bellary for use as the site of a weekly market.

Sketch at p 39 CF

The site is in the centre of ^{the} village and contains no trees but only pials constructed by the Dt Board for the convenience of the shop-keepers. The site has been used as a market ^{by the Dt Board} for the past 30 years, but the Board has promised to pay back assessment for the last ten years at ^{nine annas} ~~ten annas~~ per acre which is the assessment ^{on the land} ~~fixed for the site~~. The Dt Board has also paid Rs. 50 the market value of the land. There are no other buildings on the land and there is also no proposal to put up any.

p 34 CF

p 1 CF

There is a big temple car in the village which is used to be dragged once a year near the site proposed for the alienation. But the 1st Board has agreed that it will put up no compound wall around the ~~place~~ site so that there may be no obstruction to the passage of the car.

The alienee has agreed to the conditions usually imposed in such cases. The conditions have been checked and found correct. The Board (Single Member) may sanction alienation subject to the payment of market ^{value} and subject to the payment of assessment and collection of including back assessment for ten years.

For record

M₂

This seems to be intended for A.S. L.R.

9/9

This bill was submitted to M₂ direct with reference to office order no 26 of 39

M₂ 11/9

A.S.

Draft submitted

10/9
11/9

10/9

and 10/9

10/9

Sub-parenting of 1580
24-11,
C. Shw 100938
100938

Sub to M₂ with ref
to O.O. 26 of 39



Sgt. Member
~~Fall Board.~~

ms 102/
26.9.40

	I.A.	A.D.S. & L.R.	Asst. Secretary. L.R.	Sett.	Sep Rev.	C.W.	Jt. Secy.	Secy.	M-4	M-3	M-2	M-1
1. Open file seen by			✓								✓	
2. Final draft seen by.			✓									
3. Now circu- lated to			✓									
4. Initials.												

Passed for record.

Secretary.
 Joint Secretary.
 A.S. (C.W.)
 A.S. (L.R.) *ms 102/*
 A.S. (Sett)
 A.S. (Excise)
 A.D.S. & L.R.
 I-A.

Note:- Entries not required to be so